

EXHIBIT “A”

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Attorney for Secured Creditor U.S. Bank Trust, NA
As Trustee for the Lodge Series III Trust

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
LAS VEGAS DIVISION

In re:

Schulte Properties LLC,
Debtor.

CASE NO.: 18-12734-mkn

Chapter 11

**SUPPLEMENTAL DECLARATION IN
SUPPORT OF MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

Estimated Time: 10 Minutes

I, Trista Skaggs, declare and state as follows:

1. I am over the age of eighteen years and not a party to this action. The facts set for the below are known to me personally based upon the review of the business records and I have first-hand knowledge of them. If called as a witness, I could and would testify competently under oath to such

1 facts.

2 1. I am employed by SN Servicing Corporation, servicing agent for U.S. Bank Trust, NA
3 As Trustee for the Lodge Series III Trust (“**Movant**”) as Bankruptcy Asset Manager.

4 2. I am familiar with the manner and procedure by which the records of Movant are obtained,
5 prepared, and maintained. Those records are obtained, prepared, and maintained by employees or
6 agents of Movant in the performance of their regular business duties at or near the time, act,
7 conditions, or events recorded thereon. The records are made either by persons with knowledge of
8 the matters they record or from information obtained by person with such knowledge. It is my
9 business practice to maintain these records in the regular course of business.

10 3. Movant has been responsible for the handling of all matters relative to the underlying loan
11 prior to the filing of the within motion, including but not limited to processing of all payments
12 received, crediting of received payments, adding all proper charges to the loan, confirming the
13 maintenance of hazard insurance and property taxes, property preservation where appropriate,
14 communicating with and responding to the borrower on all matters relative to the loan, and the
15 commencement of non-judicial foreclosure proceedings where appropriate. All activities on the loan
16 advanced by Movant were advanced in accordance with the terms of the Contract, as well as the
17 terms of the 2011 Stipulated Plan Treatment.

18 4. Pursuant to the 2011 stipulated plan treatment in addition to Principal and Interest Payments
19 of \$410.31, Debtors were to tender to Movant regular monthly escrow payments for advances made
20 by Movant for the maintenance of real property taxes and real property hazard insurances for the
21 Subject Property.

22 5. However, in addition to failing to maintain post-petition principal and interest payments for
23 each post-petition month since the filing of the instant case on May 10, 2018, the Debtor has only
24 been making principal and interest payments. A true and correct copy of the post-petition payment
25 history is attached hereto as **Exhibit F**.

26 6. Since the filing of the instant bankruptcy, Movant and its predecessor in interest have made
27 the following advances to maintain taxes on the Subject Property:

- a. July 30, 2018 tax payment of \$287.52;
- b. September 18, 2018 tax payment of \$285.73;
- c. December 18, 2018 tax payment of \$285.73;
- d. February 12, 2019 tax payment of \$285.73;
- e. August 7, 2019 tax payment of \$301.20;
- f. September 26, 2019 tax payment of \$299.45.

7. The only refund that has been received by Movant relating to the above-referenced advances is a May 20, 2019 tax refund of \$285.73. The total advances post-petition for taxes associated with the Subject Property are \$1,459.63.

8. Since the filing of the instant bankruptcy, Movant and its predecessor in interest have made the following advances for force placed insurance on the Subject Property due Movant not being provided with evidence of insurance coverage for the Subject Property:

- a. January 17, 2019 insurance payment of \$132.00
- b. March 4, 2019 insurance payment of \$62.01;
- c. April 1, 2019 insurance payment of \$61.92;
- d. May 2, 2019 insurance payment of \$61.92;
- e. June 5, 2019 insurance payment of \$61.84;
- f. July 5, 2019 insurance payment of \$61.76;
- g. August 2, 2019 insurance payment of \$61.67;
- h. September 4, 2019 insurance payment of \$61.67;
- i. October 2, 2019 insurance payment of \$61.59;
- j. November 5, 2019 insurance payment of \$61.50;
- k. December 5, 2019 insurance payment of \$61.42;
- l. January 3, 2020 insurance payment of \$61.33;
- m. February 4, 2020 insurance payment of \$61.33;
- n. March 3, 2020 insurance payment of \$61.24.

9. The total advances post-petition for taxes associated with the Subject Property are \$933.11.

1 10. At the time the motion was file, the loan was delinquent the following post-petition
2 payments, which include \$410.31 for principal and interest and \$158.20 for escrow for taxes and
3 insurance:

4 a. 6 PAYMENTS DUE 11/01/2019 - 04/01/2020 @\$568.51 = \$3,411.06

5 11. An additional payment was received on April 14, 2020, but only in the principal and interest
6 payment amount of \$410.31, instead of the total amount due.

7 I declare under penalty of perjury under the laws of the United States of America that the
8 foregoing is true and correct.

9 Executed on 05/08/2020 (Date) Eureka (City), CA (State)

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11 Signature

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13 Trista Skaggs

14 Print Name
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Schulte, Melani

Loan

CASE # 18-12734

Transaction Date	Description / Due Date	Transaction Amount	Payment Amount Due	Suspense Balance
05/10/18	BK FILE DATE	0.00	0.00	755.36
		0.00	0.00	755.36
	Selene Finance	0.00	0.00	755.36
07/18/18	06/01/18	410.31	541.78	623.89
08/15/18	07/01/18	410.31	541.78	492.42
09/13/18	08/01/18	410.31	541.78	360.95
10/12/18	09/01/18	410.31	541.78	229.48
	Transfer to SN Servicing	0.00	0.00	229.48
12/06/18	10/01/18	410.31	541.78	98.01
12/18/18	Payment To Suspense	410.31	0.00	508.32
01/11/19	11/01/18	410.31	541.78	376.85
02/14/19	12/01/18	410.31	543.70	243.46
03/18/19	Payment To Suspense	410.31	0.00	653.77
04/09/19	01/01/19	410.31	543.70	520.38
05/06/19	02/01/19	410.31	543.70	386.99
06/11/19	03/01/19	410.31	543.70	253.60
07/08/19	Payment To Suspense	410.31	0.00	663.91
08/21/19	04/01/19	410.31	543.70	530.52
09/10/19	05/01/19	410.31	543.70	397.13
10/15/19	06/01/19	410.31	543.70	263.74
11/12/19	07/01/19	410.31	543.70	130.35
12/06/19	Payment To Suspense	410.31	0.00	540.66
01/08/20	08/01/19	410.31	543.70	407.27
02/07/20	09/01/19	410.31	543.70	273.88
03/12/20	10/01/19	410.31	568.51	115.68
		0.00	0.00	115.68
	Post-Pet Due: 11/01/2019	0.00	0.00	115.68
		0.00	0.00	115.68